

**AGREEMENT FOR PROFESSIONAL SERVICES**

**CONTRACT NO. SC-DTS-1100013**

**AMENDMENT NO. 4**

**FEB 16 2012**

THIS AMENDMENT NO. 4 dated \_\_\_\_\_ (this "Amendment No. 4"), is made and entered into by and between the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION, a semi-autonomous agency of the City and County of Honolulu, whose principal place of business and mailing address is 1099 Alakea Street, Suite 1700, Honolulu, Hawaii 96813, hereinafter referred to as "HART", and HDR Engineering, Inc., a Nebraska corporation, whose principal place of business and mailing address is 1132 Bishop Street, Suite 1003, Honolulu, Hawaii 96813, hereinafter referred to as the "CONSULTANT". HART and the CONSULTANT, are hereinafter collectively referred to as the "parties".

**WITNESSETH THAT:**

WHEREAS, the parties entered into an Agreement for Professional Services identified as Contract No. SC-DTS-1100013, dated January 12, 2011, as amended by Amendment No. 1, dated February 18, 2011, Amendment No. 2, dated March 15, 2011, and Amendment 3, dated July 1, 2011, (collectively, the "Agreement"), for the services of the CONSULTANT to provide architectural and engineering services for the design of three (3) transit stations of the Honolulu High-Capacity Transit Corridor Project ("HHCTCP") comprising the Farrington Highway Station Group;

WHEREAS, Amendment No. 1 utilized ONE HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED NINETY-FOUR AND 00/100 DOLLARS (\$114,794.00) of the SIX HUNDRED SEVENTY-TWO THOUSAND SIX HUNDRED NINETY-TWO AND 00/100 DOLLARS (\$672,692.00) Allowance for Extra Work for the CONSULTANT to conduct a Design Workshop and related activities;

WHEREAS, Amendment No. 2 utilized FIVE HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED FIFTY FIVE AND 00/100 DOLLARS (\$536,955.00) of the FIVE HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED NINETY-EIGHT AND 00/100 DOLLARS (\$557,898.00) Allowance for Extra Work for the CONSULTANT to provide preliminary engineering services and related activities;

WHEREAS, Amendment No. 3 acknowledged the assignment of the Agreement from the City and County of Honolulu (the "CITY") to HART and further modified the Contract Documents to reflect the assignment of the Agreement from the CITY to HART;

WHEREAS, HART now desires to amend the Agreement to increase the current Total Contract Amount of FIVE MILLION FOUR HUNDRED SEVENTY-NINE THOUSAND SEVEN HUNDRED FIFTY-THREE AND 00/100 DOLLARS (\$5,479,753.00) by ONE HUNDRED EIGHT THOUSAND TWO HUNDRED SEVENTY-SEVEN AND 55/100 DOLLARS (\$108,277.55), resulting in a revised Total

Contract Amount of FIVE MILLION FIVE HUNDRED EIGHTY-EIGHT THOUSAND THIRTY AND 55/100 DOLLARS (\$5,588,030.55), to provide increased preliminary engineering and related activities under the Agreement as identified below:

RFCR 00001	Analyze Right-of-Way for West Loch Station	\$ 20,000.00
RFCC 00002	National Pollutant Discharge Elimination System/Storm Water Pollution Prevention Plan (NPDES/SWPPP)	\$ 33,277.55
RFCC 00006	West Loch Easement Revisions – Makai	\$ 10,000.00
RFCR 00003	West Loch Entrance Redesign – Mauka	\$ 45,000.00
<b>Total Increase to Total Contract Amount:</b>		<b>\$108,277.55</b>

WHEREAS, HART now desires to amend the Agreement to increase the current Allowance for Extra Work of TWENTY THOUSAND NINE HUNDRED FORTY-THREE AND 00/100 DOLLARS (\$20,943.00) by ONE HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED TWENTY-TWO AND 45/100 DOLLARS (\$191,722.45), resulting in a revised Allowance for Extra Work of TWO HUNDRED TWELVE THOUSAND SIX HUNDRED SIXTY-FIVE AND 45/100 DOLLARS (\$212,665.45) as reflected below:

Current Allowance for Extra Work	\$ 20,943.00
Amendment No. 4 Increase to Allowance for Extra Work	\$191,722.45
<b>Revised Allowance for Extra Work:</b>	<b>\$212,665.45</b>

WHEREAS, HART now desires to amend the Total Aggregate Amount from FIVE MILLION FIVE HUNDRED THOUSAND SIX HUNDRED NINETY-SIX AND 00/100 DOLLARS (\$5,500,696.00) by THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00), resulting in a revised Total Aggregate Amount of FIVE MILLION EIGHT HUNDRED THOUSAND SIX HUNDRED NINETY-SIX AND 00/100 DOLLARS (\$5,800,696.00).

	<b>Current Agreement Amount</b>	<b>Amendment No. 4 Increase</b>	<b>Revised Agreement Amount</b>
Total Contract Amount	\$5,479,753.00	\$108,277.55	\$5,588,030.55
Allowance for Extra Work	\$ 20,943.00	\$191,722.45	\$ 212,665.45
<b>Total Aggregate Amount</b>	<b>\$5,500,696.00</b>	<b>\$300,000.00</b>	<b>\$5,800,696.00</b>

WHEREAS, Section 5 of the General Terms and Conditions for Contracts for Professional Services for the City and County of Honolulu (8/2000) ("General Terms and Conditions"), incorporated by reference into the Agreement, authorizes HART at any time to make modifications to the Agreement;

WHEREAS, the parties desire to amend the Agreement as specified under Section 5.1, Modifications of Contracts, of the General Terms and Conditions, to provide for appropriate compensation for changes to the scope of work;

WHEREAS, the CONSULTANT is willing to provide the technical and professional services required if additional compensation is provided for;

NOW, THEREFORE, HART and the CONSULTANT, in consideration of the foregoing and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, hereby mutually agree to amend the Agreement as follows:

1. AGREEMENT FOR PROFESSIONAL SERVICES, Paragraph 4. Delete this paragraph in its entirety and substitute in lieu thereof the following:

“4. This is a firm-fixed price contract and subject to the provisions of this paragraph and in accordance with Section VI, Compensation and Invoicing, of the Special Provisions and Section 8 of the General Terms and Conditions, HART agrees to pay the CONSULTANT, for authorized and satisfactorily completed Work, the payments in accordance with the Approved Schedule of Milestones, First Amended Exhibit 2C, all as set forth in the Special Provisions. The aggregate amount of these lump sum payments shall not exceed FIVE MILLION FIVE HUNDRED EIGHTY-EIGHT THOUSAND THIRTY AND 55/100 DOLLARS (\$5,588,030.55) (the “Total Contract Amount”). The lump sum payments for services and the Work performed under this Agreement are all inclusive of direct labor, overhead, general and administrative expenses, other direct costs, subcontractor costs, fixed fees, and all applicable taxes, including State general excise and use tax.

The allowance for extra work of TWO HUNDRED TWELVE THOUSAND SIX HUNDRED SIXTY-FIVE AND 45/100 DOLLARS (\$212,665.45) is not to be exceeded without a contract amendment. Payment for extra work will be negotiated on a fixed-price basis and a contract amendment will be processed to reflect the change. Extra work requested by HART shall be authorized as set forth in Section 5 of the General Terms and Conditions. Any funds remaining at the end of the Agreement will revert back to HART.

In accordance with the paragraphs above, the total aggregate amount of FIVE MILLION EIGHT HUNDRED THOUSAND SIX HUNDRED NINETY-SIX AND 00/100 DOLLARS (\$5,800,696.00) (the “Total Aggregate Amount”) is established as the maximum payable under this Agreement and is subject to the Special Provisions and the General Terms and Conditions, including the provisions thereof related to reducing or increasing the compensation of the CONSULTANT.”

2. SPECIAL PROVISIONS TO THE AGREEMENT, Section VI  
COMPENSATION AND INVOICING, Subparagraph A. Delete this paragraph in its  
entirety and substitute in lieu thereof the following:

“A. Subject to the General Terms and Conditions and the Special Provisions to the Agreement, the compensation of the CONSULTANT shall be the amount stated in the Agreement and upon completion and acceptance of each Milestone contained in the Approved Schedule of Milestones in the First Amended Exhibit 2C for which the required Notice to Proceed (NTP) has been issued, payment shall be made in accordance with the Third Amended Exhibit 2B and the Third Amended 2B-1, attached hereto and incorporated herein, inclusive of all taxes as approved by the Officer-in-Charge.”

3. SPECIAL PROVISIONS TO THE AGREEMENT, EXHIBIT 1, SCOPE  
OF WORK. PROJECT PURPOSE AND DESCRIPTION: NTP #1b [EXPECTED  
DURATION NINETY (90) DAYS] REVISION TO PRELIMINARY  
ENGINEERING (“PE”). Delete this section in its entirety and substitute in lieu thereof the  
following:

- “■ Commencing with NTP #1b, revise current PE design and drawings to incorporate the approved station Value Engineering (“VE”) recommendations and other HART preferences.
- Prepare and convene community presentation(s) featuring the graphic layout of the stations (a maximum of two (2) presentations).
- Ensure compliance of PE design with applicable codes, regulations and design Standards.
- Analyze Right-of-Way for West Loch Station – Conduct study to reduce the Right-of-Way (ROW) requirements, research feasibility and provide site plan drawings.
- Prepare site-specific Best Management Practices (BMP) Plans and a Storm Water Pollution Prevention Plan (SWPPP) for the geotechnical boring exploratory operation of the FSG Section in compliance with the National Pollutant Discharge Elimination System (NPDES) permit requirements.
- Redesign of the West Loch Station Makai Entrance due to HART’s elimination of an easement resulting in functional and aesthetic improvements.
- Redesign of the West Loch Station Mauka Entry side due to the revision and reconfiguration of areas and other design considerations. Revise drawings.”

4. SPECIAL PROVISIONS TO THE AGREEMENT, SECOND AMENDED  
EXHIBIT 2A CONTRACT COST ESTIMATE. Delete this exhibit in its entirety and  
substitute in lieu thereof the THIRD AMENDED EXHIBIT 2A CONTRACT COST  
ESTIMATE, attached hereto and incorporated herein.

5. SPECIAL PROVISIONS TO THE AGREEMENT, SECOND AMENDED  
EXHIBIT 2B – COMPENSATION AND INVOICING. Delete this exhibit in its entirety

and substitute in lieu thereof the THIRD AMENDED EXHIBIT 2B – COMPENSATION AND INVOICING, attached hereto and incorporated herein.

6. SPECIAL PROVISIONS TO THE AGREEMENT, SECOND AMENDED EXHIBIT 2B-1 – PROJECT PAYMENT SCHEDULE. Delete this exhibit in its entirety and substitute in lieu thereof the THIRD AMENDED EXHIBIT 2B-1 – PROJECT PAYMENT SCHEDULE, attached hereto and incorporated herein.

7. SPECIAL PROVISIONS TO THE AGREEMENT, EXHIBIT 2C – APPROVED SCHEDULE OF MILESTONES. Delete this exhibit in its entirety and substitute in lieu thereof the FIRST AMENDED EXHIBIT 2C – APPROVED SCHEDULE OF MILESTONES, attached hereto and incorporated herein.

8. By signing below, the CONSULTANT hereby represents that, to the best of its knowledge and belief, cost and pricing data, as defined in HAR § 3-122-122 and submitted pursuant to HAR § 3-122-125, either actually or by specific identification in writing to the Officer-in-Charge in support of Amendment No. 4, is accurate, complete, and current as of the date of this Amendment. This certification includes the cost and pricing data supporting any advance agreement(s) between the CONSULTANT and HART which are part of the CONSULTANT's proposal.

9. In the event of any conflict or inconsistency between the provisions of this Amendment No. 4 and any provisions of the Agreement, the provisions of this Amendment No. 4 shall govern in all aspects.

10. All terms and conditions of the Agreement, not inconsistent with the terms and conditions of this Amendment No. 4, shall remain in full force and effect.

[The remainder of this page intentionally left blank]

HART-12 (11/11)

## Certificate

The attached contract for consultant services for architectural and engineering services for the design of three (3) transit stations of the Honolulu High-Capacity Transit Corridor Project ("HHCTCP") comprising the Farrington Highway Station Group: West Loch Station, Waipahu Transit Center Station, and Leeward Community Station Group

Original Contract Amount \$5,500,696.00

This Amendment (increase) 300,000.00

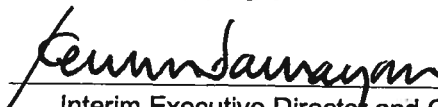
\$5,800,696.00

is hereby approved as to availability and designation of funds, and certification is hereby made that there is a valid appropriation from which expenditures to be made under said contract may be made and that sufficient unencumbered funds will be available in the Treasury of the City and County of Honolulu to the credit of such appropriation to pay the amounts of such expenditures when the same become due and payable.

CONTRACT NO. SC-DTS-1100013  
FUND Transit Fund (690)  
ACCOUNT NO. 690/7790-12 (4064)

HONOLULU, HAWAII

Date: FEB 16 2012


  
Interim Executive Director and CEO  
Honolulu Authority for Rapid Transportation

IN WITNESS WHEREOF, HART and the CONSULTANT have executed this Amendment No. 4 to the Agreement, by their duly authorized officers or agents, effective on the day and year first written above.

HONLULU AUTHORITY FOR RAPID  
TRANSPORTATION


  
By: Kenneth Toru Hamayasu  
Interim Executive Director and CEO

HDR ENGINEERING, INC.

By:   
Its: Vice-president

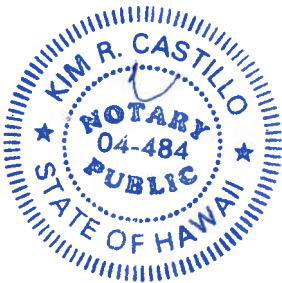
Address:

APPROVED AS TO FORM AND  
LEGALITY:

  
Deputy Corporation Counsel

STATE OF HAWAII )  
 ) ss.  
CITY AND COUNTY OF HONOLULU )

On this 7th day of February, 2012, personally before me appeared  
Lester H. Fukuda, to me personally known, who, being by me duly sworn or affirmed,  
did say that he/she is the Vice President of HDR Engineering, Inc., and known to me to  
be the person who executed the within instrument on behalf of the corporation therein named and  
acknowledged to me that the corporation executed it.



*Kim R. Castillo*

Kim R. Castillo  
Notary Public, First Judicial Circuit  
State of Hawaii

My Commission Expires: 9/5/2012

**NOTARY CERTIFICATE** (Hawaii Administrative Rules §5-11-8)

Document Identification or Description: Agreement for  
Professional Services, Contract No. SC-DTS-1100013  
Amendment No.4 , HHCTCP Farrington Highway Station Group

Undated at time  
Doc. Date: of notarization No. of Pages: 14  
Jurisdiction: First Circuit

*Kim R. Castillo*

Signature of Notary

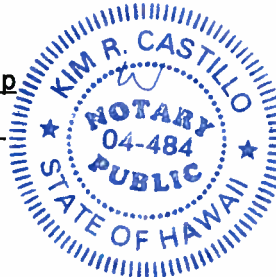
2/7/12

Date of Certificate

Kim R. Castillo

Printed Name of Notary

(Official Stamp or Seal)





**THIRD AMENDED EXHIBIT 2A  
CONTRACT COST ESTIMATE**

**SPECIAL PROVISIONS TO THE  
AGREEMENT BETWEEN HART  
AND HDR ENGINEERING, INC.**

**STATION DESIGN CONSULTANT**

**FARRINGTON HIGHWAY STATION GROUP  
HONOLULU HIGH-CAPACITY TRANSIT CORRIDOR PROJECT**

**THIRD AMENDED EXHIBIT 2A  
CONTRACT COST ESTIMATE**

<u>Notice to Proceed</u>	<u>Estimated Cost</u>
1a: PREPARE SCHEDULE OF MILESTONES	\$ 52,356.00
1a-1: DESIGN WORKSHOP	\$ 114,794.00
1b: REVISION TO PRELIMINARY ENGINEERING (PE)	\$ 883,774.55
2: INTERIM DESIGN (ID)	\$3,437,489.00
3: FINAL DESIGN (FD)	\$1,099,617.00
4: DESIGN SUPPORT DURING BIDDING	TBD
5: DESIGN SUPPORT DURING CONSTRUCTION	<u>TBD</u>
Total Contract Amount	\$5,588,030.55
Allowance for Extra Work	<u>\$ 212,665.45</u>
Total Aggregate Amount	<u><b>\$5,800,696.00</b></u>

**THIRD AMENDED EXHIBIT 2B  
COMPENSATION AND INVOICING**

**SPECIAL PROVISIONS TO THE  
AGREEMENT BETWEEN HART  
AND HDR ENGINEERING, INC.**

**STATION DESIGN CONSULTANT**

**FARRINGTON HIGHWAY STATION GROUP  
HONOLULU HIGH-CAPACITY TRANSIT CORRIDOR PROJECT**

## THIRD AMENDED EXHIBIT 2B COMPENSATION AND INVOICING

1. Subject to the provisions set forth in this Agreement, the CONSULTANT will be paid periodically by HART for authorized and satisfactorily completed Work under this Agreement based on an approved Schedule of Milestones. Such payment shall be full compensation for Work performed, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals. The amount to be paid to the CONSULTANT shall be computed as hereinafter set forth; provided that such payment shall not exceed the amount of FIVE MILLION FIVE HUNDRED EIGHTY-EIGHT THOUSAND THIRTY AND 55/100 DOLLARS (\$5,588,030.55), which includes all costs and fees associated with this Agreement, subject only to authorized adjustments as specifically provided for in this Agreement. In the event the CONSULTANT incurs costs or fees in excess of the Total Contract Amount, adjusted as provided herein, the CONSULTANT shall pay such excess from its own funds and shall have no claim against HART for payment of such excess.

2. The CONSULTANT shall submit a proposed Schedule of Milestones within ten (10) working days after receipt of NTP #1a. The Schedule of Milestones is to be organized by NTP and will identify the Scope of Work (SOW) activity code, describe the activity, specify the associated fixed-price amount and specify the estimated completion date. The CONSULTANT's Baseline Design Schedule must be conformed to the Schedule of Milestones. HART and the CONSULTANT shall reach agreement on the proposed Schedule of Milestones at which time HART will approve the Schedule of Milestones. The approved Schedule of Milestones shall be added to the Agreement by contract amendment and become part of the Agreement as Exhibit 2C, included by reference herein to these Special Provisions. Any further revisions to the Schedule of Milestones shall be added to the Agreement by contract amendment by amending Exhibit 2C, except that changes to the Schedule of Milestones that do not change the Total Contract Amount or the Scope of Work may be made by written approval of the chief procurement officer and signed by the CONSULTANT; provided however, that such changes are fully incorporated into any subsequent change that requires a contract amendment by amending Exhibit 2C, as provided herein. In no event shall compensation exceed the amounts listed in the Schedule of Milestones or the Total Contract Amount.

3. **Payment Schedule.** Upon completion of Milestones for which NTP has been issued, the CONSULTANT shall submit to HART invoices for payment for Project Work completed on a schedule to be determined by HART and CONSULTANT in a form and in reasonable detail as determined by HART. Within thirty (30) days of receipt of invoice, and upon approval of the work satisfactorily completed and amount billed, HART will pay the invoice as approved. At no time shall the total cumulative amount paid for the Project Work exceed the Total Contract Amount. **The CONSULTANT shall notify HART in writing no later than ten (10) days after expending seventy five percent (75%) of the Total Contract Amount or whenever the CONSULTANT believes the Project Work cannot be completed for the Total Contract Amount.**

**THIRD AMENDED EXHIBIT 2B-1  
PROJECT PAYMENT SCHEDULE**

[NOTE: See Approved Schedule of Milestones First Amended Exhibit 2C]

<u>Summary:</u>	<u>Amount</u>
NTP #1a Schedule of Milestones	\$ 52,356.00
NTP #1a-1 Design Workshop	\$ 114,794.00
NTP #1b Preliminary Engineering (PE)	\$ 883,774.55
NTP #2 Interim Design (ID)	\$3,437,489.00
NTP #3 Final Design (FD)	<u>\$1,099,617.00</u>
Total Contract Amount	\$5,588,030.55
Allowance for Extra Work	<u>\$ 212,665.45</u>
Total Aggregate Amount	<u><b>\$5,800,696.00</b></u>

**FIRST AMENDED EXHIBIT 2C  
APPROVED SCHEDULE OF MILESTONES**

**SPECIAL PROVISIONS TO THE  
AGREEMENT BETWEEN HART  
AND HDR ENGINEERING, INC.**

**STATION DESIGN CONSULTANT**

**FARRINGTON HIGHWAY STATION GROUP  
HONOLULU HIGH-CAPACITY TRANSIT CORRIDOR PROJECT**